

Southern Railway System

Law Department
P.O. Box 1808
Washington, D.C. 20013
(202) 383-4000

No. 3-123-102

MAY 3 - 1983

Date.....

Fee \$ 10.00

ICC Washington, D. C.

My Direct Line Is: (202)383-4418

May 3, 1983
58305

RECORDATION NO. 7767 Filed 1425

MAY 3 1983 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mrs. Mergenovich:

I enclose nine original counterparts of the document described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart thereof for retention by the Commission.

In accordance with 49 CFR Part 1177, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is an Assignment of Lease and Statement of New Numbers, dated as of May 1, 1983 between Railbox Company, 101 North Wacker Drive, Chicago, Illinois 60606, Assignor, and Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Assignee.
- (2) The enclosed document is a "secondary document" within 49 CFR §1177.1. The "primary document" to which the enclosed secondary document is connected is a Lease of Railroad Equipment dated as of December 1, 1974 between American Rail Box Car Company (now known as Railbox Company), Lessee, and United States Trust Company of New York, as trustee, Lessor, which was filed and recorded in your office on January 10, 1975, at 1:25 P.M. and assigned recordation No. 7768.
- (3) We request that the enclosed document be cross-indexed. Documents to which the enclosed document is connected and to which it should be cross-indexed include the primary document identified in paragraph (2) hereof; a Conditional Sale Agreement dated as of December 1, 1974 among Pullman Incorporated (Pullman-Standard division), United States Trust Company of New York, as trustee, and Southern Railway Company, filed and recorded in your office on January 10, 1975 at 1:25 P.M. and assigned recordation No. 7767; an Assignment of Lease and Agreement among United States Trust Company of New York, as

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Concurred Don Bates

trustee, and Mercantile-Safe Deposit and Trust Company, as agent, filed and recorded in your office on March 6, 1975 at 10:55 A.M. and assigned recordation No. 7768-B; and an Agreement and Assignment among Pullman Incorporated (Pullman-Standard division) and Mercantile-Safe Deposit and Trust Company, as agent, filed and recorded in your office on March 6, 1975 at 10:55 A.M. and assigned recordation No. 7767-B.

- (4) The enclosed document was executed for the purpose of subjecting to the Assignment of Lease and Statement of New Numbers certain Railroad Equipment, being:

985 50'6" 70'ton capacity General Service Box Cars, AAR designation XM, bearing Assignor's road numbers as shown below;

and for the purpose of changing the identifying road numbers of the same to the Assignee's road numbers as shown below:

Assignor's Road Numbers [Old Numbers] (all sets inclusive)		Assignee's Road Numbers [New Numbers] (all sets inclusive)	
RBOX	14000-14048	SOU	14000-14048
	14050-14127		14050-14127
	14129-14180		14129-14180
	14182-14232		14182-14232
	14234-14330		14234-14330
	14332-14363		14332-14363
	14365-14454		14365-14454
	14456-14475		14456-14475
	14477-14585		14477-14585
	14587-14639		14587-14639
	14641-14803		14641-14803
	14805-14814		14805-14814
	14816-14820		14816-14820
	14822-14945		14822-14945
	14947-14994		14947-14994
	14996-14999		14996-14999

Each unit of Equipment will be marked in letters not less than one inch in height with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c
or other appropriate words of similar import.

- (5) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.

- (6) After recordation, the nine original counterparts of the enclosed document not required by the Commission for retention should be returned to Earl M. Schramm, Esq., Senior General Attorney, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (7) The recordation fee of \$10 is enclosed.
- (8) A short summary of the enclosed document for index use follows:

This is an Assignment of Lease and Statement of New Numbers dated as of May 1, 1983 between Railbox Company, Assignor, and Southern Railway Company, Assignee, assigning to the Assignee the Assignor's interest in 985 50'6" 70-ton capacity General Service Box Cars leased to the Assignor under a Lease dated as of December 1, 1974 bearing recordation No. 7768. In addition, this document changes the road numbers of such 985 Box Cars from the Assignor's numbers RBOX 14000 through 14999, inclusive, to the Assignee's numbers SOU 14000 through 14999, inclusive, excepting in each case ## 14049, 14128, 14181, 14233, 14331, 14364, 14455, 14476, 14586, 14640, 14804, 14815, 14821, 14946, and 14995.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



Earl M. Schramm
Senior General Attorney

Encl.

Interstate Commerce Commission
Washington, D.C. 20423

5/3/83

OFFICE OF THE SECRETARY

Earl M. Schramm, Esq.
Senior General Attorney
Southern RYW Co.
P.O.Box 1808
Washington, D.C. 20013

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/3/83** at **1:30pm**, and assigned re-
recording number(s). **7767-D**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO.

7767-2

Filed 1425

MAY 3 1983 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

and

STATEMENT OF NEW NUMBERS

Dated as of May 1, 1983

Between

RAILBOX COMPANY, Assignor

and

SOUTHERN RAILWAY COMPANY, Assignee

Covering

985 50' 6" 70-ton Capacity
General Service Box Cars

ASSIGNMENT OF LEASE and STATEMENT OF NEW NUMBERS, dated as of May 1, 1983 (hereinafter called this Assignment), by and between SOUTHERN RAILWAY COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of December 1, 1974 (hereinafter called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of December 1, 1974, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of December 1, 1974 (hereinafter called the Guaranty), between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease; and

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, the Assignee will make to Mercantile-Safe Deposit and Trust Company (hereinafter called the Vendor) and the Owner the rental and casualty payments payable on May 2, 1983, (May 1, 1983 being a Sunday) as required by §3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in subparagraph A of the first paragraph of §10 thereof; and

WHEREAS, §16 of the Lease provides if the Assignee shall make any payments to the Owner, the Owner-Trustee or the Vendor on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment subject thereto and described in Exhibit A hereto (hereinafter called the Units); and

WHEREAS, the Assignee has made such a written request to the Assignor; and

WHEREAS, the identifying numbers assigned to the Units are to be changed, in conformity with Section 5 of the Lease, from the Assignor's numbers to the Assignee's numbers.

NOW, THEREFORE, in consideration of the payments made and to be made by Assignee and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the Assignor forthwith shall convey, transfer or assign to the Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder; provided, however, that such assumption shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor. Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may, together with the Owner-Trustee, enter into a new lease of the Units in substantially the same form as the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto; provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner any rights of recovery the Assignee may have against the Assignor.

3. Possession and Remarketing of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and, upon the request of the Assignee, shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges therefor are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement the Assignor may have with a party or parties in possession of such Unit, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, in the manner provided in Section 5 of the Lease and upon obtaining possession thereof, shall cause each Unit to be renumbered with the new identifying number set forth in Exhibit A hereto.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated on account of possession of any Unit from and after May 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of December 1, 1974 (hereinafter called the Lease Assignment), between the Owner-Trustee and the Vendor, or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

6. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties hereto in respect of the matters expressly covered hereby.

7. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

8. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

11. Forwarding of Notices, etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of §19 of the Lease, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall specify.

12. Recordation. Immediately after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly filed and recorded with the Interstate Commerce Commerce in accordance with 49 U.S.C. §11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

[CORPORATE SEAL]

Attest:

RAILBOX COMPANY

By RC Buntan Jr.
President

[CORPORATE SEAL]

Attest:

Jedith T. Flarowicz
Assistant Secretary

SOUTHERN RAILWAY COMPANY

By James L. Japley
Vice President-Law

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 2 day of May, 1983, before me personally appeared, R. C. Burton, Jr., to me personally known who, being by me duly sworn, says that he is President of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Monique House
Notary Public

[Notarial Seal]
My Commission expires: October 12, 1986

DISTRICT OF COLUMBIA) ss.

On this 28th day of April, 1983, before me personally appeared James L. Tapley, to me personally known who, being by me duly sworn, says that he is Vice President-Law of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

C. Wagner
Notary Public

[Notarial Seal]
My Commission expires: *May 31, 1987*

EXHIBIT A

<u>Type</u>	AAR Mechanical <u>Designation</u>	<u>Quantity</u>	Assignor's Identifying Numbers [Old Numbers] (All Sets) <u>Inclusive</u>	Assignee's Identifying Numbers [New Numbers] (All Sets) <u>Inclusive</u>
50' 6" 70-ton capacity, general service box car	XM	985	RBOX 14000-14048 14050-14127 14129-14180 14182-14232 14234-14330 14332-14363 14365-14454 14456-14475 14477-14585 14587-14639 14641-14803 14805-14814 14816-14820 14822-14945 14947-14994 14996-14999	SOU 14000-14048 14050-14127 14129-14180 14182-14232 14234-14330 14332-14363 14365-14454 14456-14475 14477-14585 14587-14639 14641-14803 14805-14814 14816-14820 14822-14945 14947-14994 14996-14999